

Interstate Commerce Commission
Washington, D. C.

11882-A
APR 6 - 1981 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and five counterparts of a First Amendment to Security Agreement dated as of May 15, 1980.

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: Continental Illinois National Bank
and Trust Company of Chicago,
not individually but solely as
owner trustee under Consumers
Power Trust No. 80-1
30 North LaSalle Street
Chicago, Illinois 60693

Secured Party: Mercantile-Safe Deposit and Trust
Company
Two Hopkins Plaza
Baltimore, Maryland 21203

The undersigned is one of the parties mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original First Amendment to Security Agreement to Robert C. Nash, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.


Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By

Its


SECOND VICE PRESIDENT

Enclosures

(Consumers Power No. 80-1)

SCHEDULE A

DESCRIPTION OF UNITS OF EQUIPMENT

Manufacturer of Equipment:	Pullman Incorporated (Pullman Standard Division)
Description and Mark and Number of Units of Equipment:	Seven hundred (700) 4,100 cubic foot, 54'7" long, high side, flat bottom, open top, gondola cars marked and numbered CPOX 1200 to CPOX 1899, both inclusive
Maximum Aggregate Lessor's Cost of Equipment:	\$43,000 per Unit (\$30,100,000 for 700 Units)
Place of Delivery:	Kentucky
Outside Delivery Date:	December 1, 1980

Interstate Commerce Commission
Washington, D.C. 20423

4/9/81

OFFICE OF THE SECRETARY

Robert C. Nash
Chapman And Cutler
111 West Monroe Street
Chicago, Illinois, 60603

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/6/81 at 11:10am, and assigned re-recording number(s).

11882-A & 11881-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

Next time put your Original Recordation No. on your Transmittal letter(Should be on all Supplements.Th ank You:

Mrs. Lee

RECORDATION NO. 11882-A

Filed 1425

APR 6 - 1981 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11882-A Filed 1425

APR 6 - 1981 - 11 10 AM

FIRST AMENDMENT INTERSTATE COMMERCE COMMISSION

Dated as of December 10, 1980

to

SECURITY AGREEMENT

Dated as of May 15, 1980

Between

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,
not individually but solely as owner trustee under
Consumers Power Trust No. 80-1

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent

(Consumers Power Trust No. 80-1)
(700 Gondola Cars)

FIRST AMENDMENT TO SECURITY AGREEMENT

This FIRST AMENDMENT TO SECURITY AGREEMENT dated as of December 10, 1980 (the "First Amendment") between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as owner trustee (the "Owner Trustee") under a Trust Agreement (the "Trust Agreement") dated as of May 15, 1980, between the Owner Trustee and THIRTEENTH HFC LEASING CORPORATION (the "Owner Participant"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (hereinafter in its capacity as such Agent, together with any successors and assigns, called the "Secured Party") for the holders from time to time of the Series A, B and C Secured Notes due 1996 issued pursuant to the Note Purchase Agreement dated as of May 15, 1980 (the "Note Purchase Agreement") among the Owner Trustee, the Owner Participant, HFC Leasing, Inc., Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division), the Secured Party and Canadian Imperial Bank of Commerce.

W I T N E S S E T H:

WHEREAS, the Owner Trustee and the Secured Party have heretofore executed and delivered that certain Security Agreement dated as of May 15, 1980 (the "Security Agreement") as security for the payment in full of all principal of and interest on the Notes (as defined in the Security Agreement) of the Owner Trustee in the aggregate principal amount of not to exceed \$21,973,000 issued or to be issued under and pursuant to the Note Purchase Agreement; and

WHEREAS, the Security Agreement was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on June 9, 1980 and was assigned Recordation No. 11882; and

WHEREAS, the Owner Trustee and the Secured Party desire to amend the Security Agreement as hereinafter set forth; and

WHEREAS, all requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Owner Trustee and the Secured Party hereby covenant and agree that the Security Agreement shall be deemed to be and it is hereby amended as follows:

1. The last sentence of Section 1.1 of the Security Agreement shall be and the same hereby is amended in its entirety to read as follows:

"All rights granted to the Secured Party hereunder shall be subject to the right, title and interest of the Lessee under the Lease and shall be in addition to and shall in no way be construed to limit the rights of the Secured Party under the Lease Assignment."

2. Subsection (ii) of Section 5.1 of the Security Agreement shall be and the same hereby is amended in its entirety to read as follows:

"(ii) the Secured Party may,

(1) Subject to the rights of the Lessee under the Lease, and subject to compliance with any applicable mandatory legal requirements, take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Owner Trustee, and search for, take possession of, remove, keep and store the same, or use and operate or lease the same until sold; or

(2) Subject to the rights of the Lessee under the Lease, sell, to the extent permitted by law, all and singular the Collateral, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales, as an entirety or otherwise, and at such time and place and upon such terms as the Secured Party may fix and specify in the notice of sale to be given to the Owner Trustee and the Lessee, or as may be required by law; provided, however, that any private sale shall be conducted in a commercially reasonable manner upon no less than 30 days' advance notice to the Owner Trustee and the Lessee; or

(3) Subject to the rights of the Lessee under the Lease, institute proceedings for the complete or partial foreclosure of this Security Agreement under the provisions of the laws of the jurisdiction or jurisdictions in which the Collateral or any part thereof is located, or any other applicable provision of law; or

(4) Subject to the rights of the Lessee under the Lease, take any action which is appropriate to enforce its rights under any instrument (including the Lease) constituting Collateral, to the extent permitted thereby; or

(5) Subject to the rights of the Lessee under the Lease, take all steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law (for the specific performance of any covenant, condition or agreement in the Notes, the Note Purchase Agreement, the Lease, the Lease Assignment, or in this Security Agreement contained, or in aid or the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy) or otherwise as the Secured Party shall deem appropriate for the protection and enforcement of its rights hereunder or under the Note Purchase Agreement or the Lease Assignment."

3. The third full paragraph next following Section 5.1(1)(5) of the Security Agreement shall be and the same is hereby deleted in its entirety.

Whenever in any certificate, letter, notice or other instrument reference is made to the Security Agreement, such reference without more shall include reference to this First Amendment.

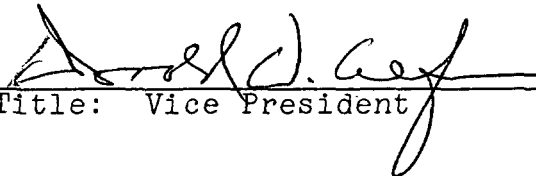
This First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one amendment.

Except to the extent hereby amended and modified, the Security Agreement as heretofore amended is in all respects ratified, confirmed and approved.

This First Amendment is dated as of December 10, 1980 for convenience of identification but is delivered by the parties hereto and becomes effective on the date of filing with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act).

IN WITNESS WHEREOF, the Owner Trustee and the Secured Party have caused this instrument to be duly executed by their respective officers thereunto duly authorized, all as of the date first set forth above.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, not
individually but solely as Owner
Trustee

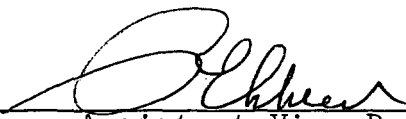
By 
Title: Vice President

[Corporate Seal]

Attest:


Title: Trust Officer

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Secured Party as
aforesaid

By 
Title: Assistant Vice President

[Corporate Seal]

Attest:


Title: Corporate Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 11th day of March 1988, before me personally appeared DONALD W. ALFVIN, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation,

ation,
Hayden
Notary Pub

Notary Public

Hazel Ivaz

[Notarial Seal]

My commission expires: December 6, 1981

STATE OF MARYLAND))
CITY OF BALTIMORE)) SS.

On this 18th day of March 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, and that said instrument was signed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Patricia A. Wilson
Notary Public

Notary Public

[Notarial Seal]

My commission expires: 7-1-82